

4. This Affidavit is to provide notice to the public that the property described herein must be brought into compliance with the Deed restrictions and that Brady 6 Farms, LLC intends to enforce the Deed restrictions.

5. A pond was constructed on this real estate in violation of the Deed restrictions and notice has been served of the same.

Further affiant sayeth naught.

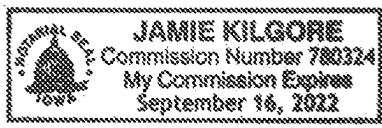


BRETT T. OSBORN
974 - 73rd Street, Suite 16
West Des Moines, Iowa 50265
Phone: 515-223-6000
Fax: 515-223-6011
Email: bosborn@midwestlawgroup.com

On this 25th day of March, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brett T. Osborn, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



NOTARY PUBLIC IN AND FOR THE STATE
OF IOWA



WETSCH ABBOTT OSBORN VAN VLIET PLC
ATTORNEYS AT LAW

Partners

DAVID L. WETSCH †
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November 6, 2017

Jeremy Selvage
3181 130th Street
Cumming, Iowa 50061

Dear Mr. Selvage:

This office represents Salow Jared Farms, LLC in its real estate matters. Jared Salow, Managing Member of Salow Jared Farms, LLC forwarded to me a letter dated September 5, 2017 from Nick Coffelt, Professional Engineer at Civil Engineering Services, Inc. He also described to me the situation wherein you have constructed a pond on a parcel of land that was sold to you from Salow Jared Farms, LLC. The construction of a pond on that parcel of land is in direct violation of the deed restrictions that you agreed to when you purchased the property and accepted the Deed to the real estate. This letter is to advise you that Salow Jared Farms, LLC has the unequivocal right to require you to remove your pond from the real estate and is putting you on notice that you are required to remove the pond from the real estate.

Understanding that you have expended resources in construction of the pond, Salow Jared Farms, LLC will provide you an extended period of time in order to remove the pond from the property. You are required to remove the pond on or before such time that development of the property to the West boundary of your real estate or development of property to the North boundary of your real estate begins. Upon such time that development proceeds on either of those two parcels, you must deconstruct and remove said pond. Furthermore, the pond must be removed prior to the sale or transfer of your real estate.

This is a formal written notice to you of Salow Jared Farms, LLC's right to exercise and enforce the deed restrictions requiring you to remove the pond which was constructed in violation of the deed restrictions and that it must be removed on or before such time as the property aforementioned to the West or North of your boundary line is developed in any manner which would include the construction of any structure, residence or use as commercial or residential real estate, or at such time that you sell or transfer your rights in the real estate.

Govern yourself accordingly.

Regards,

WETSCH ABBOTT OSBORN
VAN VLIET PLC

By: _____

Brett T. Osborn

BTO:jdk



Document 2017 1018

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Date 3/31/2017 Time 1:46:52PM

Rec Amt \$12.00 Aud Amt \$5.00

Rev Transfer Tax \$268.00

Rev Stamp# 123 DOV# 131

LISA SMITH, COUNTY RECORDER

MADISON COUNTY IOWA

INDX

ANNO

SCAN

CHEK

**WARRANTY DEED
Recorder's Cover Sheet**

\$168,000

Preparer Information: (name, address and phone number)

Stephen J. Banks, 516 Walnut Street, PO Box 1227, Waukee, IA 50263, Phone: (515) 987-6161

Taxpayer Information: (name and complete address)

Jeremy Selvage, 1305 N 6th Street, Unit 7, Indianola, IA 50125

Return Document To: (name and complete address)

Jeremy Selvage, 1305 N 6th Street, Unit 7, Indianola, IA 50125

Grantors:

Salow Jared Farms, LLC, a Limited Liability Company

Grantees:

~~Selvage Plumbing Inc.~~

G.S.

Jeremy Salvage

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Salow Jared Farms, LLC, a Limited Liability Company does hereby Convey to Jeremy Selvage the following described real estate in Madison County, Iowa:

Parcel "G" located in the South Half (1/2) of the Southeast Quarter (1/4) of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 9.68 acres, as shown in Plat of Survey filed in Book 2017, Page 299 on January 26, 2017, in the Office of the Recorder of Madison County, Iowa;



subject to certain deed restrictions contained herein.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

This legally described property shall have permanent deed restrictions limiting all future property owners from subdivision and subdividing of the subject property. In addition, the Grantee and all future successors in interest are prevented from the repetitive use of off highway vehicles and the raising, sheltering or caring for any production livestock.

The Grantee and all future successors in interest shall be required to obtain written consent and approval from the adjoining landowners prior to any alteration or impact to the natural drainage of the landscape other than that which is reasonably necessary to construct the required single family dwelling.

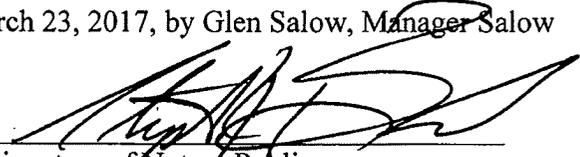
Dated: March 23, 2017.


Glen Salow, Manager Salow Jared Farms, LLC, a Limited Liability Company (Grantor)

STATE OF IOWA, COUNTY OF DALLAS

This record was acknowledged before me on March 23, 2017, by Glen Salow, Manager Salow Jared Farms, LLC, a Limited Liability Company .




Signature of Notary Public